

**State of Hawaii**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND TOURISM**  
**Honolulu, Hawaii**

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**AGRIBUSINESS DEVELOPMENT CORPORATION**

**IFB-26-200-007**

**CONTRACT SPECIFICATIONS**

**Operation and Maintenance of Drainage Canals and Pumps  
at the Pacific Missile Range Facility  
Kekaha, Kauai, Hawaii**

**June 2026**

**State of Hawaii**  
**DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT, AND**  
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**Approved:** \_\_\_\_\_  
Wendy L. Gady, Executive Director

**June 2026**

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**NOTICE TO OFFERORS**  
**(Chapter 103D,HRS)**  
**IFB-26-200-007**

COMPETITIVE BIDS for Operation and Maintenance of Drainage Canals and Pumps at the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii shall be submitted to the Agribusiness Development Corporation (ADC) through the Hawaii e-Procurement System (HlePRO) on or before July 23, 2026 at 2:00 P.M. HlePRO is accessible through the State Procurement Office website at [www.spo.hawaii.gov](http://www.spo.hawaii.gov).

The State of Hawaii General Conditions revised January 10, 2023, shall be made a part of the contract awarded.

The project site is situated on the island of Kauai at and adjacent to the Pacific Missile Range Facility (PMRF) in Kekaha. The scope of work includes operation and maintenance, Monday to Friday, of a drainage system consisting primarily of one pump station consisting of one 100-HP pump and two 200-HP pumps, two flap gates, one flood/slucice gate and one wet well. Specialized tasks include maintaining electronic components of the motor control centers, troubleshooting pump malfunctions and maintaining electrical transmission poles and power lines. There shall also be an on-island project manager for the duration of this multi-year contract. Due to the nature of work contemplated, offerors must possess a valid State Contractor's license in an applicable category for this type of work as detailed by the State Professional and Vocational Licensing Hawaii Administrative Rules. Qualified Bidders shall possess one of the following contractor licenses: General Contractor A and/or C-13, C-15, C-37e.

Bidders are hereby notified that this scope of service will be under a subcontracted under a contract between the U.S. Navy and ADC for Solicitation N62478-26-T-2424. ADC shall comply with: 1) all applicable Federal Acquisition Regulations (FAR), including Utilization of Small Business Concerns, 52.219-8; 2) Equal Employment Opportunity Regulations, Executive Order 11246, as amended; and 3) the rules, regulations, and orders of the Secretary of Labor. The Bidder shall maintain a Safety Program that complies with the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act. Furthermore, payment for services under this contract is subject to payment by the Navy to the ADC for approved work.

The Bidder shall employ or procure a qualified Site Safety and Health Officer and maintain a Safety Program that complies with the U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1 and Public Law 91-596, Occupational Safety and Health Act.

**A mandatory pre-bid meeting and site visit will be held on July 10, 2026, from 10:00 a.m. to 11:00 a.m. Bidders shall meet at 7189-D Kaumualii Hwy., Kekaha, Kauai 96752 starting at 9:30 a.m.** Pre-bid will begin at 7189-D Kaumualii Hwy., and we will drive over to the Kawaiiele Pump Station. We will NOT be entering the Pacific Missile Range Facility, so **NO SECURITY CLEARANCE IS REQUIRED.**

In accordance with the Small Business Subcontracting Plan target goals of Solicitation N62478-26-T-2424, IFB-26-200-007 shall be set aside, as reasonably practicable, for Small Business concerns, certified by the Small Business Administration of Hawaii. Furthermore, preference shall be given to Small Disadvantaged Business (SDB), Historically Underutilized Business Zone (HUB-Zone), Women-owned Small Business (WOSB), Veteran Owned Small Business (VOSB), Service-Disable Veteran-Owned Small Business (SDVOSB).

Contract award is subject to the availability of funding. **Bidders are hereby notified that upon full execution of a contract, the operation and maintenance of drainage canals and pumps at the Pacific Missile Range Facility is scheduled to commence on the Notice to Proceed for one calendar year with the option to extend for up to four consecutive years.**

Should there be any questions, please call Allston Pleus at (808) 215-1358 or email [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov).

---

Wendy L. Gady  
Executive Director

Operation and Maintenance of Drainage Canals and Pumps  
At the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii  
IFB-26-200-007

Procurement Officer  
Agribusiness Development Corporation  
235 South Beretania St., Ste. 205  
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions of the Specifications and Special Conditions specified in the Invitation for Bids attached hereto, and in the General Conditions (AG-008 January 10, 2023), which by reference is made a part hereof and attached hereto, and submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: \_\_\_\_\_

Respectfully submitted:

Telephone No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Email address: \_\_\_\_\_

\_\_\_\_\_  
\*Exact Legal Name of Offeror (Company Name)

Payment address, if other than street  
Address at right:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address (Not P. O. Box)

\_\_\_\_\_  
City, State, Zip Code

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Social Security or Federal I. D. No. \_\_\_\_\_

\*If Offeror shown above is a "D.B.A." or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_  
Offeror is: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture

State of Incorporation: Hawaii \_\_\_\_\_ \*\*Other \_\_\_\_\_

\*\* If "Other", is corporate seal available in Hawaii? ☐ Yes ☐ No

The following is a bid for IFB-26-200-007: Operation and Maintenance of Drainage Canals and Pumps at the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii

**Base Year: Period from August 1, 2026 to July 31, 2027**

| Item No. | Description                                                                                                                                                  | Lump Sum Total |
|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| I.       | Preventive Maintenance Program<br>(See Attachment A, Spec Item 3.2)                                                                                          | \$ _____       |
| II.      | Preventive Maintenance recurring tasks:                                                                                                                      |                |
| A.       | Pump Operation and Maintenance (See Attachment A, Spec Item 3.2.1)                                                                                           | \$ _____       |
| B.       | Kawaiele Pump Station Infrastructure (See Attachment A, Spec Item 3.2.2)                                                                                     | \$ _____       |
| C.       | Flood Gate (See Attachment A, Spec Item 3.2.3)                                                                                                               | \$ _____       |
| D.       | Flap Gates (See Attachment A, Spec Item 3.2.4)                                                                                                               | \$ _____       |
| E.       | Electric power transmission lines (See Attachment A, Spec Item 3.2.5)                                                                                        | \$ _____       |
| F.       | Cathodic Protection System (See Attachment A, Spec Item 3.2.6)<br>IMPORTANT: Note specification of labor and material limits in column "Related Information" | \$ _____       |

**Base Year Estimate Subtotal Sum Bid Price – ITEMS I - II:** \$  

(For evaluation purposes only)

\* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

**SUPPORTING COST OR PRICING DATA:**

**A. Pump operation and maintenance**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**B. Kawaiele Pump Station Infrastructure**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

C. Flood Gate

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

D. Flap Gates

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

E. Electric power transmission lines

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

F. Cathodic protection

1.33 hours X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 Wage rate (incl fringe) Overhead Per month

Materials and Supplies \$ 500.00

III. Additional Work: In the event work described as Non-Recurring Work in Attachment A, Spec Item 4 is deemed necessary by the ADC during the Base Year, a separate proposal shall be negotiated. Proposals shall be based on rates given above. A supplemental contract will be executed.

**Option Year One: Period from August 1, 2027 to July 31, 2028**

| Item No. | Description | Lump Sum Total |
|----------|-------------|----------------|
|----------|-------------|----------------|

IV. Preventive Maintenance tasks:

A. Pump Operation and Maintenance (See Attachment A, Spec Item 3.2.1)

IMPORTANT: Note specification to include \$2,000 in minor pump repair material cost and up to 32 hours of labor. \$ \_\_\_\_\_

B. Kawaiele Pump Station Infrastructure (See Attachment A, Spec Item 3.2.2) \$ \_\_\_\_\_

C. Flood Gate (See Attachment A, Spec Item 3.2.3) \$ \_\_\_\_\_

D. Flap Gates (See Attachment A, Spec Item 3.2.4) \$ \_\_\_\_\_

E. Electric power transmission lines (See Attachment A, Spec Item 3.2.5) \$ \_\_\_\_\_

F. Cathodic Protection System (See Attachment A, Spec Item 3.2.6)  
IMPORTANT: Note specification of labor and material limits in column "Related Information" \$ \_\_\_\_\_

**Option Year One: Estimate Subtotal Sum Bid Price – ITEM IV, A-F** \$   
(For evaluation purposes only)

\* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

**SUPPORTING COST OR PRICING DATA:**

**A. Pump operation and maintenance**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**B. Kawaiele Pump Station Infrastructure**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**C. Flood Gate**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**D. Flap Gates**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_

|                                         |                         |          |           |
|-----------------------------------------|-------------------------|----------|-----------|
| No. of hrs / mo.                        | Wage rate (incl fringe) | Overhead | Per month |
| Materials and Supplies (describe) _____ |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |
| Other (describe) _____                  |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |

E. Electric power transmission lines

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

F. Cathodic protection

|                        |   |                                  |   |                  |
|------------------------|---|----------------------------------|---|------------------|
| 1.33 hours             | X | (\$ _____ + \$ _____)            | = | \$ _____         |
|                        |   | Wage rate (incl fringe) Overhead |   | Per month        |
| Materials and Supplies |   |                                  |   | \$ <u>500.00</u> |

V. Additional Work: In the event work described as Non-Recurring Work in Attachment A, Spec Item 4 is deemed necessary by the ADC during the Base Year, a separate proposal shall be negotiated. Proposals shall be based on rates given above. A supplemental contract will be executed.

**Option Year Two: Period from August 1, 2028 to July 31, 2029**

| Item No. | Description | Lump Sum Total |
|----------|-------------|----------------|
|----------|-------------|----------------|

VI. Preventive Maintenance tasks:

- |                                                                                                                                                                                           |          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| A. Pump Operation and Maintenance (See Attachment A, Spec Item 3.2.1)<br>IMPORTANT: Note specification to include \$2,000 in minor pump repair material cost and up to 32 hours of labor. | \$ _____ |
| B. Kawaiele Pump Station Infrastructure (See Attachment A, Spec Item 3.2.2)                                                                                                               | \$ _____ |
| C. Flood Gate (See Attachment A, Spec Item 3.2.3)                                                                                                                                         | \$ _____ |
| D. Flap Gates (See Attachment A, Spec Item 3.3.4)                                                                                                                                         | \$ _____ |
| E. Electric power transmission lines (See Attachment A, Spec Item 3.2.5)                                                                                                                  | \$ _____ |
| F. Cathodic Protection System (See Attachment A, Spec Item 3.2.6)<br>IMPORTANT: Note specification of labor and material limits in column "Related Information"                           | \$ _____ |

**Estimate Subtotal Sum Bid Price – ITEM VI, A-F** \$

(For evaluation purposes only)

\* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

SUPPORTING COST OR PRICING DATA:

A. Pump operation and maintenance

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

B. Kawaiele Pump Station Infrastructure

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

C. Flood Gate

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

D. Flap Gates

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

E. Electric power transmission lines

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
\_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

F. Cathodic protection

1.33 hours X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_

|                        |                                     |                  |
|------------------------|-------------------------------------|------------------|
|                        | Wage rate (incl fringe)    Overhead | Per month        |
| Materials and Supplies |                                     | \$ <u>500.00</u> |

VII. Additional Work: In the event work described as Non-Recurring Work in Attachment A, Spec Item 4 is deemed necessary by the ADC during the Base Year, a separate proposal shall be negotiated. Proposals shall be based on rates given above. A supplemental contract will be executed.

**Option Year Three: Period from August 1, 2029 to July 31, 2030**

| Item No. | Description | Lump Sum Total |
|----------|-------------|----------------|
|----------|-------------|----------------|

VIII. Preventive Maintenance tasks:

- |                                                                                                                                                                                                  |          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| A. Pump Operation and Maintenance (See Attachment A, Spec Item 3.2.1)<br><b>IMPORTANT:</b> Note specification to include \$2,000 in minor pump repair material cost and up to 32 hours of labor. | \$ _____ |
| B. Kawaiele Pump Station Infrastructure (See Attachment A, Spec Item 3.2.2)                                                                                                                      | \$ _____ |
| C. Flood Gate (See Attachment A, Spec Item 3.2.3)                                                                                                                                                | \$ _____ |
| D. Flap Gates (See Attachment A, Spec Item 3.2.4)                                                                                                                                                | \$ _____ |
| E. Electric power transmission lines (See Attachment A, Spec Item 3.2.5)                                                                                                                         | \$ _____ |
| F. Cathodic Protection System (See Attachment A, Spec Item 3.2.6)<br><b>IMPORTANT:</b> Note specification of labor and material limits in column "Related Information"                           | \$ _____ |

**Estimated Subtotal Sum Bid Price – ITEMS VIII- A-F:    \$**

(For evaluation purposes only)

\* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

**SUPPORTING COST OR PRICING DATA:**

A. Pump operation and maintenance

|                  |   |                                     |  |   |           |
|------------------|---|-------------------------------------|--|---|-----------|
| _____            | X | (\$ _____ + \$ _____)               |  | = | \$ _____  |
| No. of hrs / mo. |   | Wage rate (incl fringe)    Overhead |  |   | Per month |

|                                         |           |          |
|-----------------------------------------|-----------|----------|
| Materials and Supplies (describe) _____ | Lump sum: | \$ _____ |
|-----------------------------------------|-----------|----------|

|                        |           |          |
|------------------------|-----------|----------|
| Other (describe) _____ | Lump sum: | \$ _____ |
|------------------------|-----------|----------|

B. Kawaiele Pump Station Infrastructure

|       |   |                       |  |   |          |
|-------|---|-----------------------|--|---|----------|
| _____ | X | (\$ _____ + \$ _____) |  | = | \$ _____ |
|-------|---|-----------------------|--|---|----------|

|                                         |                         |          |           |
|-----------------------------------------|-------------------------|----------|-----------|
| No. of hrs / mo.                        | Wage rate (incl fringe) | Overhead | Per month |
| Materials and Supplies (describe) _____ |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |
| Other (describe) _____                  |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |

C. Flood Gate

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

D. Flap Gates

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

E. Electric power transmission lines

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

F. Cathodic protection

|                        |   |                                  |   |                  |
|------------------------|---|----------------------------------|---|------------------|
| 1.33 hours             | X | (\$ _____ + \$ _____)            | = | \$ _____         |
|                        |   | Wage rate (incl fringe) Overhead |   | Per month        |
| Materials and Supplies |   |                                  |   | \$ <u>500.00</u> |

IX. Additional Work: In the event work described as Non-Recurring Work in Attachment A, Spec Item 4 is deemed necessary by the ADC during the Base Year, a separate proposal shall be negotiated. Proposals shall be based on rates given above. A supplemental contract will be executed.

**Option Year Four: Period from August 1, 2030 to July 31, 2031**

| Item No. | Description | Lump Sum Total |
|----------|-------------|----------------|
|----------|-------------|----------------|

X. Preventive Maintenance tasks:

- A. Pump Operation and Maintenance (See Attachment A, Spec Item 3.2.1)  
 IMPORTANT: Note specification to include \$2,000 in  
 minor pump repair material cost and up to 32 hours of labor \$ \_\_\_\_\_
- B. Kawaiele Pump Station Infrastructure (See Attachment A,  
 Spec Item 3.2.2) \$ \_\_\_\_\_
- C. Flood Gate (See Attachment A, Spec Item 3.2.3) \$ \_\_\_\_\_
- D. Flap Gates (See Attachment A, Spec Item 3.2.4) \$ \_\_\_\_\_
- E. Electric power transmission lines (See Attachment A, Spec Item 3.2.5) \$ \_\_\_\_\_
- F. Cathodic Protection System (See Attachment A, Spec Item 3.2.6) \$ \_\_\_\_\_

**Estimated Subtotal Sum Bid Price – ITEMS X, A-F: \$**

(For evaluation purposes only)

\* Supporting cost or pricing data for Estimated Total Sum Bid Price to be completed below

**SUPPORTING COST OR PRICING DATA:**

**A. Pump operation and maintenance**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**B. Kawaiele Pump Station Infrastructure**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**C. Flood Gate**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_  
 No. of hrs / mo. Wage rate (incl fringe) Overhead Per month

Materials and Supplies (describe) \_\_\_\_\_  
 \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

Other (describe) \_\_\_\_\_ Lump sum: \$ \_\_\_\_\_

**D. Flap Gates**

\_\_\_\_\_ X (\$ \_\_\_\_\_ + \$ \_\_\_\_\_) = \$ \_\_\_\_\_

|                                         |                         |          |           |
|-----------------------------------------|-------------------------|----------|-----------|
| No. of hrs / mo.                        | Wage rate (incl fringe) | Overhead | Per month |
| Materials and Supplies (describe) _____ |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |
| Other (describe) _____                  |                         |          |           |
| _____ Lump sum:                         |                         |          | \$ _____  |

E. Electric power transmission lines

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

F. Collect bi-weekly NPDES water samples

|                                         |   |                                  |   |           |
|-----------------------------------------|---|----------------------------------|---|-----------|
| _____                                   | X | (\$ _____ + \$ _____)            | = | \$ _____  |
| No. of hrs / mo.                        |   | Wage rate (incl fringe) Overhead |   | Per month |
| Materials and Supplies (describe) _____ |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |
| Other (describe) _____                  |   |                                  |   |           |
| _____ Lump sum:                         |   |                                  |   | \$ _____  |

G. Cathodic protection

|                        |   |                                  |   |                  |
|------------------------|---|----------------------------------|---|------------------|
| 1.33 hours             | X | (\$ _____ + \$ _____)            | = | \$ _____         |
|                        |   | Wage rate (incl fringe) Overhead |   | Per month        |
| Materials and Supplies |   |                                  |   | \$ <u>500.00</u> |

XI. Additional Work: In the event work described as Non-Recurring Work in Attachment A, Spec Item 4 is deemed necessary by the ADC during the Base Year, a separate proposal shall be negotiated. Proposals shall be based on rates given above. A supplemental contract will be executed.

**TOTAL SUM BID PRICE – ITEMS I – XI:** \$ \_\_\_\_\_

(Award shall be based on this TOTAL SUM BID PRICE; however, award of the contract will be given for the **Base Year** only, with the option to extend for up to four consecutive years (Option Years One to Four). See Award of Contract on page SP-5.

**BIDDER** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

## LISTING JOINT CONTRACTORS OR SUBCONTRACTORS (HRS, 103D-302)

It is the sole responsibility of the bidder to review the requirements of this project and determine the appropriate specialty contractor's licenses that are required to complete the project. The bidder acknowledges that as a general contractor ('A' or 'B' license) the bidder is prohibited from undertaking any work solely or as part of a larger project, which would require the bidder ('A' or 'B' general contractor) to act as a specialty ('C' license) contractor in any area in which the bidder ('A' or 'B' general contractor) has no specialty contractor's license. The bidder ('A' or 'B' general contractor) must have the appropriate 'C' specialty contractor's licenses either obtained on its own or obtained automatically under HAR §16-77-32.

General Engineering 'A' Contractors automatically have these 'C' specialty contractor's licenses: C-3, C-9, C-10, C-17, C-24, C-31a, C-32, C-35, C-37a, C-37b, C-38, C-43, C-49, C-56, C-57a, C-57b, and C-61.

General Building 'B' Contractors automatically have these 'C' specialty contractor's licenses: C-5, C-6, C-10, C-12, C-24, C-25, C-31a, C-32a, C-42a, and C-42b.

Bidder agrees the completed listing of joint contractors or subcontractors is required for the project and that the bidder, together with the listed joint contractors and subcontractors, have all the specialty contractor's licenses to complete the work.

### Joint Contractors or Subcontractors List

Instructions to complete the Joint Contractors or Subcontractors List:

1. Determine the specialty Contractor classification(s) required for this project and provide the complete firm name and license number of the joint Contractor or Subcontractor in the respective columns. If the bidder is a general Contractor and providing the work of the required specialty Contractor classification, fill in the Bidder's (general Contractor's) license number and name.
2. List only one joint Contractor or Subcontractor per required specialty Contractor's classification.
3. The table is from the Department of Commerce and Consumer Affairs' (DCCA) website [www.state.hi.us/dcca/har/index.html](http://www.state.hi.us/dcca/har/index.html). Bidders are directed to the DCCA web site for the latest updated list.

| Class | Specialty Contractor Classification Description | License Number | Complete Firm Name Joint Contractor or Subcontractor |
|-------|-------------------------------------------------|----------------|------------------------------------------------------|
|       |                                                 |                |                                                      |
|       |                                                 |                |                                                      |
|       |                                                 |                |                                                      |
|       |                                                 |                |                                                      |
|       |                                                 |                |                                                      |
|       |                                                 |                |                                                      |

**BIDDER SHALL COMPLETE THE FOLLOWING:**

Kauai office address: \_\_\_\_\_

On-island Project Manager: \_\_\_\_\_

Telephone, Mobile and Fax Nos. \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Alternate Kauai emergency after hours, weekend, and holiday point of contact:

Name and Telephone No. \_\_\_\_\_

Contractor License No. \_\_\_\_\_ **(attach a copy to the Bid).**

List two (2) companies or government agencies for whom bidder has provided or is currently providing related services as specified herein. (Name, address, contact person, telephone number, facsimile number and e-mail address):

| Company | Address |
|---------|---------|
|---------|---------|

| Contact Person | Telephone no. | Fax no. | Email |
|----------------|---------------|---------|-------|
|----------------|---------------|---------|-------|

| Company | Address |
|---------|---------|
|---------|---------|

| Contact Person | Telephone no. | Fax no. | Email |
|----------------|---------------|---------|-------|
|----------------|---------------|---------|-------|

Insurance Coverages (if applicable):

|                              | <u>Carrier</u> | <u>Policy No.</u> | <u>Agent</u> |
|------------------------------|----------------|-------------------|--------------|
| Commercial General Liability | _____          | _____             | _____        |
| Worker's Compensation        | _____          | _____             | _____        |
| Temporary Disability         | _____          | _____             | _____        |
| Prepaid Health Care          | _____          | _____             | _____        |

Unemployment Insurance: State of Hawaii Labor No. \_\_\_\_\_

## **SMALL BUSINESS CONCERN**

Bidders who qualify as a Small Business shall be certified by the U.S. Small Business Administration as a Small Business. Since October 2008, small businesses can self-represent their status as a small disadvantaged business (SDB). You do not have to submit an application to SPA for SDB status.

For SBA eligibility criteria for SDBs, go to <http://www.sba.gov/content/disadvantaged-businesses>. To self-represent as an SDB, Bidder shall register its business in the System for Award Management.

Bidder represents as part of its offer that:

[ ] It is not a small business concern because the contract it is submitting this bid for is for a total price of under \$500,000 or under \$1,000,000 if this is a construction contract.

If Bidder represents as part of its offer that it is a small business concern, please complete the following and refer to FAR 52-219-9. For further information or questions about these representations, please call ADC at (808) 586-0186.

The Bidder represents that it [ ] is [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

The Bidder represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.

The Bidder represents as part of its offer that it [ ] is [ ] is not a veteran-owned small business concern.

The Bidder represents as part of its offer that it [ ] is [ ] is not a service-disabled veteran-owned small business concern.

The Bidder represents, as part of its offer, that it [ ] is [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and it [ ] is [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation above of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**BIDDER** \_\_\_\_\_

**COMPANY NAME** \_\_\_\_\_

9/19/00

**WAGE CERTIFICATE  
FOR SERVICE CONTRACTS**  
(See Special Provisions)

Subject: IFB No.: IFB-26-200-007

Title of IFB: Operation and Maintenance of Drainage Canals and Pumps  
at the Pacific Missile Range Facility, Kekaha, Kauai, Hawaii

Agribusiness Development Corporation

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$25,000, the services to be performed will be performed under the following conditions:

1. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with; and
2. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work, with the exception of professional, managerial, supervisory, and clerical personnel who are not covered by Section 103-55, HRS.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Bidder \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

WAGE CERTIFICATE

IFB-26-200-007

9/20/00

**TAX EQUALIZATION CERTIFICATE**

(See Special Provisions)

Subject: IFB No.: IFB-26-200-007

Title of IFB: Operation and Maintenance of Drainage Canals and Pumps at the  
Pacific Missile Range Facility, Kekaha, Kauai, Hawaii  
(To be filled in by prospective Offeror)

**Out-of-state Offerors** not possessing a Hawaii General Excise Tax (hereinafter "GET") license must answer all questions:

- |                                                                                                                                                 | <u>Yes</u>       | <u>No</u>       |
|-------------------------------------------------------------------------------------------------------------------------------------------------|------------------|-----------------|
|                                                                                                                                                 | (check only one) |                 |
| 1. Does your business have an office, inventory, property, employees, or other representation in the State of Hawaii (hereinafter "SOH")?       | <u>      </u>    | <u>      </u>   |
| 2. Does the contract to be awarded require your business to have an office, inventory, property, employees, or other representation in the SOH? | <u>      </u>    | <u>      </u>   |
| 3. Does your business provide services in conjunction with the sales of property, such as training, installation, or repairs in the SOH?        | <u>      </u>    | <u>      </u>   |
| 4. Will your business provide any services in the SOH under the contract to be awarded?                                                         | <u>      </u>    | <u>      </u> * |

\*If the entire services are to be subcontracted, subject to the State's approval, provide the names of the subcontractor(s): \_\_\_\_\_

If you answered "Yes" to any question, then you have sufficient presence in the State and are advised that the gross receipts derived from this solicitation are subject to the GET imposed by Chapter 237, Hawaii Revised Statutes (hereinafter "HRS"), at the current 4% rate, and where applicable to tangible property imported into the SOH for resale, subject to the current 1/2% use tax imposed by Chapter 238, HRS.

If you answered "No" to all questions, then the taxpayer preference provision described in Section 103-1008, HRS, applies to you.

Offeror \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

TAX EQUALIZATION CERTIFICATE

IFB-26-200-007

## SPECIFICATIONS

### SCOPE OF WORK

The Contractor shall provide labor, equipment and materials as required to operate and maintain the Kawaiele pump stations and associated infrastructure, located within and adjacent to Pacific Missile Range Facility (PMRF) for Agribusiness Development Corporation, under direction from the U.S. Navy, Naval Facilities Engineering Command, Hawaii (NAVFAC). In addition, the Contractor shall perform, as needed and as approved by the State, major repairs such as pump and pump motor repairs, discharge pipe repairs; and rainstorm preparatory and recovery work such as opening of specific discharge canals. The objective of the scope of work is to safely and continuously maintain the drainage pumps and infrastructure while keeping flood prevention components at PMRF in good operational condition.

The Specifications described in 1502000 – Facility Investment (**Attachment A**), prepared by NAVFAC, are hereby made a part of the Scope of Work and shall supersede any discrepancies found in paragraphs I to II below.

#### **Operation and Maintenance of Drainage Canals and Pumps at Pacific Missile Range Facility Kekaha, Kauai, Hawaii**

I. The Contractor shall submit a Preventive Maintenance (PM) Program within 15 days following award. The PM shall address ongoing preventive maintenance of all pumps and pump motors within the Kawaiele pump stations, the associated infrastructure such as pump station platforms and drainage pipes, flood gate, flap gates, electric power poles and transmission lines, and cathodic protection.

II. Operation and maintenance of Kawaiele pump stations and associated infrastructure such as canals, access roads and power poles. The PMP shall be used as a guide when scheduling routine work as specified below.

The Contractor shall follow safety regulations and precautions described in the U.S. Army Corps of Engineers Safety and Health Requirements (latest edition) (EM 385-1-1), as applicable to the work being performed and shall complete forms and reports as directed in the Accident Prevention Plan/Accident Hazard Analysis (APP/AHA), (**Attachment B**). The APP/AHA attached hereto is a draft, is subject to change, and the final must be approved by NAVFAC.

All operation and maintenance work shall be reported on QC Daily Inspection Logs found in the Quality Control Plan (QC Plan) (**Attachment C**). The QC Plan attached hereto is a draft, is subject to change and must be approved by NAVFAC. The Contractor shall perform the following maintenance work and record measurements, observations and activities.

- A. Operate the pumps daily at both the Kawaiele stations to maintain water level at -1.5 ft to -2.0 ft mean sea level (MSL). Activities may include: determine the number of pumps to run at each station depending on the weather condition; remove debris at the filter screens to ensure that the water is flowing freely; control wasps and wasp nets, keep the pump stations free of trash and debris; communicate with ADC of any

actions that may affect PMRF and farmer activities. Record daily measurements and observations on "QC Daily Inspection Logs" (subject to revision) found in the QC Plan (subject to revision) and send them to ADC's Quality Assurance Manager (QAM) by Monday of each week.

- B. Perform preventive maintenance on three drainage pumps and their motors, consisting of two 200 hp and one 100 hp at Kawaiele pumping station, according to manufacturer's instructions, and maintain motor control center (MCC) structures. Maintain the pumps in a rust-free state. Cycle all pumps at each pumping station, for at least 20 minutes weekly. Replace packing of one pump every other month (bi-monthly). Include all preventive maintenance tasks on a maintenance schedule. Report preventive maintenance work on QC Daily Inspection Logs. Maintain the pump station infrastructure in a rust-free state. This may include periodic application of rust proofing or painting the pumps, pipes, transformers, pump station platforms and other components.

Perform minor repairs (less than \$2,000 in material and supplies and labor up to 32 hours per year) to drainage pumps, discharge pipes, related structures and accessories, station platforms, culverts, floodgate, flap gates, and power lines and poles, with objective to keep flood prevention components at PMRF in good operational condition. Report minor repairs on QC Daily Inspection Logs. Keep a separate log of such minor repair work and copies of expenses for inspection upon request.

- C. Dry ditch floodgate. Operate wheel monthly. Paint, grease, prevent rust at floodgate. Remove debris as needed
- D. Flap gates: Check for blockage on both sides of the flap gates at Dry Ditch and Kinikini Ditch. Lubricate and test flap gates' proper operation
- E. Power and transmission poles. Check for termite damage. Repair and maintenance of power lines that supply electricity to the pump stations must be done by licensed electricians. Control vegetation around poles, trim tree branches from power lines as needed.
- F. Cathodic Protection. Maintain, inspect and test the cathodic protection system per the Cathodic Protection Operation and Maintenance Data.

- III. Additional Work. As needed and authorized by ADC, perform non-recurring work as defined in Attachment A, such as major repairs to drainage pumps and pump motors, discharge pipes, related structures and accessories, station platforms, culverts, floodgate, flap gates, and power lines and poles; and rain recovery and other canal work such as removal and replacement of embankments at discharge openings. All Additional Work shall be approved by ADC prior to performance and shall be submitted under a separate proposal.

A. Pump Repair Work. Payment to the Contractor for repair (exclusive of routine maintenance expenses up to \$2,000 in material and supplies, and labor up to 32 hours per year, as described in II.B. above) is allowed provided that the Contractor must first submit a proposal in writing (supporting cost to include labor, material, and equipment) and obtain prior Agribusiness Development Corporation (ADC) approval before proceeding with the work. ADC

has the right to reject the proposal and procure a third party to do the repairs or maintenance. **The Contractor shall guarantee all repairs against defects in the materials and workmanship for a period of at least one year after completion of the repair.**

B. Rain Recovery and Other Canal Work (Rain and Canal Work). Upon authorization from ADC or its designated representative, provide emergency on-call services in response to Kauai County Civil Defense storm warnings by removing embankments at Dry Ditch, Kinikini Ditch and Nohili Ditch, as needed, to facilitate the drainage of floodwater at PMRF. **The Contractor shall provide at least two responsible contact persons, including their home and cell phone numbers, who may be called in case of a storm event.** Upon authorization from ADC or its designated representative, coordinate removal of accumulated silt from wet wells that is affecting the pump operations. **Historically, there are two (2) storm events each year, however the Contractor shall be prepared to respond, as needed and authorized by the ADC, to any storm should it occur.**

1. Storm Event: In case of storm events, the Storm Operating Procedure in the Accident Prevention Plan shall be followed.

A. At PMRF, the Contractor shall

1. Operate pumps, floodgate, and flap gates to facilitate drainage of floodwater.
2. If necessary and upon receiving authorization from ADC, remove sand berms and remove flap gates to open channel outlets at Kinikini Ditch and Dry Ditch to allow floodwater to flow into the ocean. See **Attachment E** for location of ditches.
3. Clean up flood debris at pump stations and dispose of properly.
4. Replace sand berms and flap gates.

B. Around Kekaha Town, the Contractor shall:

1. As authorized by ADC or designated representative, communicate and coordinate, with the Kekaha Agriculture Association (KAA) opening of Cox drain, 1<sup>st</sup> ditch, and/or 2<sup>nd</sup> ditch, as specified. See **Attachment E** for location of ditches.

C. The Contractor shall submit a completed Storm Conditions Operations Log (subject to revision) to the ADC, found in the QC Plan (subject to revision)..

**It shall be noted that the Contractor shall take action in response to storm events, ONLY upon instruction from ADC or its designated representative. Performance of unapproved work may not be compensated.**

IV. The Contractor shall provide a Project Manager "PM" who shall be ON-ISLAND during the Government's regular working hours and shall be available on-site within two (2) hours after the Government's regular working hours.

V. The Contractor shall provide a "Competent Person" (CP) who is experienced in irrigation and drainage systems, and who shall perform the duties described herein. The CP shall complete quality control, monitoring and safety reports for submittal to ADC. The CP is responsible for conducting routine site inspections, as well as any repair inspections (such as pump repairs), and shall submit completed reports to the Quality Assurance Manager (QAM). The CP is responsible for conducting

operations to prevent flooding in the event of major storms, and shall submit completed reports to the QAM. The Contractor shall provide the name and contact number of any other designated employee who may be designated as an alternate CP. The PM and the CM can not be the same person.

## **PERMITS**

As applicable, the Contractor shall procure all permits, pay all fees and taxes, and give all proper notices necessary and incidental to the due and lawful prosecution of the work at the Contractor's own cost. No extra compensation will be provided as such costs shall be considered incidental to the contract price.

## **PROTECTION AND RESTORATION OF PROPERTY**

The Contractor shall be responsible for the preservation of all public and private property.

- A. The Contractor shall be responsible for all damages or injuries to property of any character during the prosecution of its work, resulting from any act, omission, neglect, or misconduct in the Contractor's manner or method of executing the work, or due to the Contractor's defective work or materials.
- B. When or where any direct or indirect damage or injury occurs to public or private property by or on account of any act, omission, neglect, or misconduct by the Contractor, its employees, or agents, the Contractor shall, at its own expense, restore, repair, or rebuild such property to a condition similar or equal to that existing before such damage or injury occurred, or make restitution in an acceptable manner.
- C. The following are requirements for pollution control during the performance of all work activities:
  - 1. Rubbish Disposal
    - a. No burning or burying of debris and/or waste materials shall be permitted on the project site.
    - b. All unusable debris and waste materials shall be hauled to an appropriate off-site dump area which meets the requirements of local ordinances and regulations applicable to refuse disposal. During loading operations, debris and waste materials shall be watered down to allay dust.
    - c. Cleanup shall also include the collection and removal of all waste paper and wrapping materials, cans, bottles, construction waste materials, and other objectionable materials. Cleanup shall be done on a regular schedule; however, the frequency of cleaning shall increase when more rubbish/debris is produced due to inclement weather.
  - 2. Dust
    - a. Dust shall be kept within acceptable levels at all times including non-working hours, weekends, and State holidays in conformance with Chapter 60,

Hawaii Administrative Rules, entitled "Air Pollution Control", as amended by the State Department of Health Administrative Rules (DOH-AR).

b. The method of dust control and all costs incurred therefore shall be the responsibility of the Contractor.

c. The Contractor shall be responsible for all damage claims due to negligence on the part of the Contractor.

3. Noise

a. Noise shall be kept within acceptable levels at all times in conformance with Title 11, DOH-AR, and Chapter 43, Hawaii Administrative Rules, entitled "Community Noise Control for Oahu", Department of Health (DOH). The Contractor shall obtain and pay for a community noise permit from the DOH when equipment or other devices emit noise at levels exceeding allowable limits.

b. All internal combustion engine powered equipment shall have mufflers to minimize noise and shall be properly maintained to reduce noise to acceptable levels.

4. Erosion

During any erosion prevention or clearing operation, the grade of the land shall be maintained so as to preclude any damages to adjoining property from water and eroding soil. Temporary berms, cut-off ditches, and other provisions which may be required due to the Contractor's method of operation shall be installed at no cost to the State. Drainage outlets and silting basins as may be required shall be constructed and maintained to minimize erosion and pollution of waterways during construction.

5. Others

a. Wherever trucks and/or vehicles exit the site and enter paved streets, the Contractor shall prevent any material from being spilled or dropped onto the pavement.

b. Trucks hauling debris shall be covered as required by Public Utilities Commission regulations.

c. Except in an emergency, such as a mechanical breakdown, vehicle and equipment fueling and maintenance shall be done in a designated area. A temporary earthen berm shall be constructed around the area when runoff may cause problems.

6. Suspension of Work

a. Violation of any of the above provisions or any other pollution control requirements shall be cause for suspension of the work creating such violation. No additional compensation will be made for remedial measures to correct the violation. Further, no extension of contract time will be granted for delays caused by such suspension.

- b. If no corrective action is taken by the Contractor within seventy-two hours after a suspension is ordered by the CA, the State reserves the right to take whatever action is necessary to correct the situation and deduct all costs incurred by the State in taking such action from monies due the Contractor.

## **LAWS TO BE OBSERVED**

The Contractor shall at all times observe and comply with all federal, state, and County of Hawaii laws, ordinances, rules and regulations which, in any manner, affect those engaged or employed in the work, materials used in the work, and conduct of the work. The Contractor shall also comply with all such orders and decrees of bodies or tribunals having any such jurisdiction of authority over the work. Any reference to such laws, ordinances, rules, and regulations shall include any amendments thereto.

## SPECIAL PROVISIONS

### TERMS AND ACRONYMS USED HEREIN

|                     |   |                                                                                                                                                                                                                     |
|---------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Procurement Officer | = | The Chairperson for the Board of Agriculture                                                                                                                                                                        |
| State               | = | All agencies, including schools, participating in this agreement.                                                                                                                                                   |
| SPO                 | = | State Procurement Office of the State of Hawaii, located at 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813, P.O. Box 119, Honolulu, Hawaii 96810-0119.                                                     |
| ADC                 | = | Agribusiness Development Corporation, located at 235 South Beretania Street, Suite 205, Honolulu, Hawaii 96813.                                                                                                     |
| Bidder or Offeror   | = | Any individual, partnership, firm, corporation, joint venture, or other entity submitting directly or through a duly authorized representative or agent, a bid for the good, service, or construction contemplated. |
| Kauai Coordinator   | = | An ADC agent who is a resident of Kauai and is authorized to act as ADC's representative                                                                                                                            |
| CA                  | = | Contract Administrator                                                                                                                                                                                              |
| FAR                 | = | Federal Acquisition Regulations                                                                                                                                                                                     |
| HRS                 | = | Hawaii Revised Statutes                                                                                                                                                                                             |
| HAR                 | = | Hawaii Administrative Rules                                                                                                                                                                                         |
| GC                  | = | General Conditions (AG-008, Revised January 10, 2023)                                                                                                                                                               |
| IFB                 | = | Invitation for Bids                                                                                                                                                                                                 |
| RFP                 | = | Request for Proposals                                                                                                                                                                                               |
| GET                 | = | General Excise Tax                                                                                                                                                                                                  |
| NAVFAC              | = | Naval Facilities Engineering Command, Hawaii                                                                                                                                                                        |
| PMRF                | = | Pacific Missile Range Facility, Kekaha, Kauai, Hawaii                                                                                                                                                               |

In addition, Definitions and Acronyms in **ATTACHMENT F (SPEC ITEM 2.1)** are used herein.

### SCOPE OF WORK

The Scope of Work is under contract as specified in Solicitation N62478-26-T-2424, issued by Naval Facilities Engineering Command, Hawaii (NAVFAC). As such, the Scope of Work shall be in accordance with the Special Provisions herein, the attached Specifications and General Conditions (GC), and Federal Acquisition Regulations (FAR), included in full text or by reference, and available at the ADC Office. See 0200000-Management and Administration, (**ATTACHMENT F**) prepared by NAVFAC, for general descriptions of the scope of work.

### CONTRACT ADMINISTRATOR

For the purpose of this contract, the ADC Contract Manager is designated as the Contract Specialist by the Executive Director of Agribusiness Development Corporation. The telephone number at which he may be reached is (808) 215-1358, or general delivery email: [dbedt.adc@hawaii.gov](mailto:dbedt.adc@hawaii.gov). Include “NAVFAC N62478-26-T-2424” in the subject line.

## **TERM OF CONTRACT**

Contractor shall enter into a contract for furnishing these services commencing from the official start date specified on the Notice to Proceed and terminating on or before July 25, 2027 (Base Period).

Unless terminated as provided for in the State's General Conditions, and at ADC's sole option, the contract may be extended for four (4) consecutive twelve-month periods (Option Period) or parts thereof without rebidding, upon mutual agreement in writing at least sixty (60) days prior to each expiration, provided the contract price shall remain the same or lower than the initial bid price for the Option Period. The ADC may terminate any extended contract period at any time upon ninety (90) days prior written notice.

## **BIDDER QUALIFICATION**

In addition to meeting legal and other requirements of this IFB, Bidder shall meet the following qualification requirements to be considered for award:

1. Bidder shall have at least three (3) years of experience at the time of bid opening in the operation and maintenance of irrigation and/or drainage systems. Bidder shall submit with offer, documented operations and maintenance and repair experience to substantiate three (3) consecutive years of experience requirement.
2. Bidder shall have a Project Manager on the island of Kauai. Bidder shall complete on Offer Form, page OF-1 the information requested on local office and/or responsible individual who can be contacted by ADC on matters concerning this contract.
3. Bidder shall furnish a minimum of two (2) references for which bidder is either providing or has provided operation and maintenance services of irrigation systems. The State reserves the right to contact these references to verify Bidder's work performance. Reference information shall be provided on the appropriate OFFER FORM page and shall include the contract names and numbers of the references.

Bidder shall possess in accordance with Chapter 444, HRS, a Contractor's License that is an appropriate category for electrical and/or electronics, mechanical and pump maintenance, irrigation line, pumps installation— General Contractor A and/or C-13, C-15, C-37e.

## **CERTIFICATION OF INDEPENDENT COST DETERMINATION**

By submission of a bid in response to this IFB, Bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.

3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## RESPONSIBILITY OF OFFERORS

Bidder is advised that if awarded a contract under this solicitation, Bidder shall, upon award of the contract, furnish proof of compliance with the requirements of §3-122-112, HAR:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. One of the following:
  - a. Be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); **or**
  - b. Be registered to do business in the State (hereinafter referred to as a "compliant non-Hawaii business").

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

## SITE INSPECTION

Prior to submittal of an offer, Bidders shall inspect the location to be aware of the site limitations, and thoroughly familiarize themselves with existing conditions, rules and regulations, and the extent and nature of work to be performed. **A mandatory site inspection has been scheduled for July 10, 2026 and will start at 10:00 a.m. IMPORTANT: SECURITY CLEARANCE IS REQUIRED.** In order for interested Bidders to register for security clearance, ADC must be notified by xxx so that bidders can be required with required registration applications. In addition, on the day of the site visit, attendees must present a photo I.D. to the security office and if driving onto PMRF property, must present a current car registration and insurance. **Bidders shall check in at the PMRF security office, starting at 9:00 a.m.** Submission of an offer shall be evidence that the Bidder understands the scope of the project and shall comply with specifications herein, if awarded the contract. No additional compensation, subsequent to bid opening, shall be allowed by reason of any misunderstanding or error regarding site conditions or work to be performed.

## BID PREPARATION

**Offer Form, Page OF-1.** Bidder is requested to submit its offer using Bidder's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on Offer Form, page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Form, page OF-1, shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

**Hawaii business.** A business entity referred to as a “Hawaii business”, is registered and incorporated or organized under the laws of the State of Hawaii.

**Compliant non-Hawaii business.** A business entity referred to as a “compliant non-Hawaii business,” is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State.

**Bid Quotation.** Bid price shall include labor, equipment, tools, material, supplies, transportation, all applicable taxes and any other costs incurred to provide services as specified herein. Bidder shall bid on all items to qualify for award consideration.

**Tax Liability.** Work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS, and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, a Bidder is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

**Taxpayer Preference.** For evaluation purposes, pursuant to §103D-1008, HRS, the Bidder's tax-exempt price offer submitted in response to an IFB shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

**Insurance.** Bidder shall provide insurance information as requested on the appropriate Offer Form page.

**Local Office/Representative.** Bidders shall provide on the appropriate Offer Form page information regarding local office and/or responsible individual to be contacted on matters concerning security officers assigned to this job.

**Wage Certificate.** Bidder shall complete and submit the attached Wage Certificate by which Bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

## **SUBMISSION OF OFFER**

Bids shall be received at the Agribusiness Development Corporation, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by the ADC. Offers received after the deadline shall be returned unopened.

## **STATUTORY REQUIREMENTS OF SECTION 103-55, HRS**

Bidder shall complete and submit the attached wage certification by which bidder certifies that the services required will be performed pursuant to Section 103-55, HRS.

Bidders are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in

the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

Furthermore, in compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. Effective June 19, 2013, the basic hourly wages paid to the federal positions are as follows:

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| <u>Class</u>                     | <u>Basic Hourly Wage</u><br>Effective 12/23/2019 |
|----------------------------------|--------------------------------------------------|
| Electrician, Maintenance         | \$36.25                                          |
| Painter, Maintenance             | \$27.25                                          |
| Welder, Combination, Maintenance | \$27.54                                          |
| Laborer                          | \$16.49                                          |
| Maintenance Trades Helper        | \$19.87                                          |

Fringe Benefits: All classifications—Health and insurance – contribution of 5.1 percent of basic hourly rate. Retirement – contribution of 7percent of basic hourly rate.

10 paid holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day.

Paid annual leave (vacation): Two hours of annual leave each week for an employee with less than three years of service' three hours of annual leave each week for an employee with three but less than 15 years of service; four hours of annual leave each week for an employee with 15 or more years of service.

Accordingly, Bidder should consider the aforementioned wage rates when preparing his/her quote.

## **AWARD OF CONTRACT**

**Method of Award.** Award, if made, shall be to the responsive, responsible bidder submitting the lowest total sum bid price, who is certified as a Small Business by the U.S. Small Business Administration, as stated on page OF-13.

Prior to awarding the contract, the State will require certification of the following insurance coverages:

Worker's Compensation  
Temporary Disability  
Unemployment Insurance  
Prepaid Health Care

**Responsibility of Lowest Responsive Bidder.** Reference §3-122-112, HAR, Responsibility of Bidders. If compliance documents have not been submitted to the ADC prior to award, the lowest responsive bidder shall produce documents to the procurement officer to demonstrate compliance with this section.

**HRS Chapter 237 tax clearance requirement for award.** Instructions are as follows:

Pursuant to §103D-328, HRS, lowest responsive Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the ADC.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): <http://www.state.hi.us/tax/alphalist.html#a>  
DOTAX Forms by Fax/Mail: (808) 587-7572  
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the Department of Taxation, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX: (808) 587-1488  
IRS: (808) 539-1573

The application for the clearance is the responsibility of the Bidder, and must be submitted directly to the DOTAX or IRS and not to the ADC. However, the tax clearance certificate shall be submitted to the ADC.

**HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.**

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive bidder shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the ADC. A photocopy of the certificate is acceptable to the ADC.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR*, Form LIR#27 which is available at [www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf](http://www.dlir.state.hi.us/forms/ApplicationforCertificateofCompliance.pdf) or at the neighbor island DLIR District Offices. The DLIR will return the form to the Bidder who in turn shall submit it to the ADC.

The application for the certificate is the responsibility of the Bidder, and must be submitted directly to the DLIR and not to the ADC. However, the certificate shall be submitted to the ADC.

**Compliance with Section 103D-310(c)(1) and (2), HRS.** Pursuant to section 3-122-112, HAR, the lowest responsive bidder shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the ADC. A photocopy of the certificate is acceptable to the ADC.

To obtain the Certificate, the Bidder must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com). To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Bidders are advised that there are costs associated with registering and obtaining the Certificate.

**Timely Submission of all Certificates.** The above certificates should be applied for and submitted to the ADC as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

**Hawaii Compliance Express.** The Hawaii Compliance Express (HCE) allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Section 103D-310, shall be accepted for both contracting purposes and final payment. Vendors that elect to use the HCE services will be required to pay an annual fee to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

**Final Payment Requirements.** Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

## **ACCEPTANCE OF OFFER**

Acceptance of Bidder, if any, will be made within thirty (30) calendar days after the opening of Bidders, and the prices quoted by the Bidder shall remain firm for the thirty-day period as provided for in the GC.

## **CONTRACT EXECUTION**

Successful bidder receiving the award shall be required to enter into a formal written contract for the Base Period with an option to extend for up to four (4) consecutive one-year periods or parts thereof. Upon the execution of the contract by all parties, a Notice to Proceed will be issued.

If the option(s) to extend the Base Period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract.

The Contractor or the ADC, may terminate any extended contract period at any time upon providing sixty (60) days written notice.

### **NOTICE TO PROCEED**

Work will commence on the official commencement date specified on the Notice to Proceed, **no later than September 30, 2013.**

No work is to be undertaken by the Contractor prior to the official commencement date on the Notice to Proceed. The State is not liable for any work, contract, costs, expenses, loss of profits, or any damage whatsoever incurred by the Contractor prior to the work start date.

### **RE-EXECUTION OF WORK**

The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall immediately remedy any defects due to faulty workmanship by the Contractor. Should the Contractor fail to comply, the State reserves the right to engage the services of another company to perform the services and to deduct such costs from monies due to the Contractor.

### **CHANGE ORDERS**

No work of any kind in connection with this work covered by these contract specifications shall be considered as change order work or entitle the Contractor to extra compensation, except when the work has been ordered in writing by the CA or his appointee in accordance with subsection 20 of the GC.

### **REMOVAL OF CONTRACTOR'S EMPLOYEES**

Contractor agrees to remove any of his/her employees from services rendered and to be rendered the State, upon request in writing by the Contract Administrator of this contract.

### **LIABILITY INSURANCE**

The Contractor shall maintain in full force and effect during the life of this contract, liability and property damage insurance to protect the Contractor and his subcontractors, if any, from claims for damages for personal injury, accidental death and property damage which may arise from operations under this contract, whether such operations be by himself or by a subcontractor or anyone directly or indirectly employed by either of them. If any subcontractor is involved in the performance of the contract, the insurance policy or policies shall name the subcontractor as additional insured.

As an alternative to the Contractor providing insurance to cover operations performed by a subcontractor and naming the subcontractor as additional insured, Contractor may require subcontractor to provide its own insurance which meets the requirements herein. It is understood that a subcontractor's insurance policy or policies are in addition to the Contractor's own policy or policies.

The following minimum insurance coverage(s) and limit(s) shall be provided by the Contractor, including its subcontractor(s) where appropriate.

**Coverage**  
**Commercial General Liability**  
**(occurrence form)**

**Limits**  
**\$1,000,000 combined single**  
**limit per occurrence for bodily**  
**injury and property damage**

Each insurance policy required by this contract, including a subcontractor's policy, shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Agribusiness Development Corporation, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813."
2. "State of Hawaii, Agribusiness Development Corporation is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii, Agribusiness Development Corporation will apply in excess of, and not contribute with, insurance provided by this policy."

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the contract, including supplemental agreements.

Upon Contractor's execution of the contract, the Contractor agrees to deposit with the State of Hawaii certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) there on deposit with the State during the entire term of this contract, including those of its subcontractor(s), where appropriate. Upon request by the State, Contractor shall be responsible for furnishing a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

**PERMITS, LICENSES, AND TAXES**

The Contractor shall procure all permits and licenses, during the original or extended contract term, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Failure to procure and maintain valid permits and licenses required by law and these specifications may be cause for the State to terminate the contract.

## **SUBCONTRACT**

No work or services in whole or in part shall be subcontracted by the Contractor without prior approval from the Procurement Officer of this contract. The Procurement Officer will report to the CA, any subcontracting proposal from the Contractor.

## **INSPECTIONS**

The Contract Administrator or his representative reserves the right to inspect Contractor's job performance at any time and may require the Contractor's presence during inspection.

## **INVOICING**

An original and two (2) copies of the invoice for services rendered shall be submitted to the following location:

Agribusiness Development Corporation  
235 South Beretania Street, Suite 205  
Honolulu, HI 96813

Invoice should reference both the contract number and the IFB number and shall itemize the actual units performed (for example I.A. – Pump Operation and Maintenance).

A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract. In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), will be required for final payment. A copy of the form is available at [www.spo.hawaii.gov](http://www.spo.hawaii.gov). Select "Forms for Vendors/Contractors" from the Hawaii Public Procurement Code, Chapter 103D, HRS, menu.

## **PAYMENT**

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period. Further, the State will reject any bid submitted with a condition requiring interest payments greater than that allowed by §103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

The State will base payment on invoices submitted by the Contractor for satisfactorily completed work. Payment will be subject to reduction for overpayments or increase of underpayments on preceding payments to the Contractor.

The obligation of the State to make any of the payments required under any of the provisions of this Contract will, in the discretion of the CA, be subject to :

1. reasonable deductions on account of defects in material or workmanship, and

2. any claims which the State may have against the Contractor under this contract.

**Payment under this Contract is subject to the availability of federal funds for this Scope of Work under Contract for Solicitation no. N62478-26-T-2424.**

## **RIGHTS AND REMEDIES FOR DEFAULT**

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and GC herein, in addition to the recourse stated in the GC, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

## **LIQUIDATED DAMAGES**

Refer to Section 7.22 of the GC. Liquidated damages is fixed at the sum of Two hundred and no/100 DOLLARS (\$200.00) for each and every calendar day the Contractor fails to perform in whole or in part, any of his obligations specified hereunder.

## **PROTEST**

A protest based upon the content of the solicitation shall be submitted in writing within five (5) working days after the aggrieved persons knows or should have known of the facts giving rise thereto; provided further that the protest shall not be considered unless it is submitted in writing prior to the bid opening date.

A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract. The notice of award letter(s), if any, resulting from this solicitation shall be posted on a clipboard on the office door of the Agribusiness Development Corporation, 235 South Beretania Street, Suite 205, Honolulu, Hawaii 96813.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Contract Administrator, Agribusiness Development Corporation, 235 South Beretania Street, Room 205, Honolulu, Hawaii 96813.

## **SPECIAL CONTRACT REQUIREMENTS**

Records shall be maintained for all operation, maintenance, inspection and repair activities in accordance with ADC's Quality Control Plan.

## **DAVIS BACON ACT**

See FAR 52.222-30, Davis Bacon Act. The attached U.S. Department of Labor Employment Standards Administration, Wage and Hour Division, Wage Determination No. CBA-2008-2195, Revision No. 1 dated 8/29/2012 and General Decision Number HI-130001, 07/26/2013 (Attachment G) for minimum wage and fringe benefits to be paid under this contract.

## **PERFORMANCE EVALUATION MEETING**

The Contractor shall meet with the ADC and the Navy at the discretion of the ADC. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings, prepared by the Navy, shall be signed by the Contractor's representative, ADC representative and the Navy's representative. Should the Contractor or ADC not concur with the minutes, the ADC will state, in writing, to the Navy Contracting Officer any areas of disagreement.

## **PRE-PERFORMANCE CONFERENCE (JUL 1995)**

Prior to commencement of the Contract work, the Contractor will meet in conference with representatives of the ADC and NAVFAC Hawaii at a time to be determined by NAVFAC, to discuss and develop mutual understanding relative to scheduling and administering work.

## **SAFETY**

The Contractor shall follow safety regulations and precautions described in the U.S. Army Corps of Engineers Safety and Health Requirements (latest edition) (EM 385-1-1), as applicable to the work being performed.

The Contractor shall complete forms and reports as directed in the Accident Prevention Plan/Accident Hazard Analysis (APP/AHA).

## **FEDERAL ACQUISITION REGULATION (FAR) CLAUSES INCORPORATED BY FULL TEXT**

### **52.202-1 DEFINITIONS (JAN 2012)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless:

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR index is available via the Internet at <http://www.acquisition.gov/far> at the end of the FAR, after the FAR Appendix.

### **52.203-3 GRATUITIES (APR 1984)**

### **52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)**

### **52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)**

### **52.203-7 ANTI-KICKBACK PROCEDURES. (OCT 2010)**

### **52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

### **52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)**

### **52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)**

|                    |                                                                                                                                                             |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 52.203-14          | DISPLAY OF HOTLINE POSTER(S)                                                                                                                                |
| 52.204-4           | PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)                                                                               |
| 52.204-7           | CENTRAL CONTRACTOR REGISTRATION (DEC 2012)                                                                                                                  |
| 52.204-9           | PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)                                                                                           |
| 52.204-10          | REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS (AUG 2012)                                                                               |
| 52.208-9           | CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES (OCT 2008)                                                                                        |
| 52.209-6           | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (DEC 2010)                                                                                         |
| 52.211-15          | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)                                                                                                     |
| 52.215-2           | AUDIT AND RECORDS--NEGOTIATION (OCT 2010)                                                                                                                   |
| 52.215-10          | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)                                                                                               |
| 52.215-11          | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (AUG 2011)                                                                                |
| 52.215-12          | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)                                                                                                     |
| 52.215-13          | SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)                                                                                      |
| 52.215-15          | PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)                                                                                                         |
| 52.215-17          | WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)                                                                                                       |
| 52.215-18          | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)                                                           |
| 52.215-20<br>ALT I | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) – ALTERNATE I (OCT 2010)                |
| 52.215-21<br>ALT I | REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THEN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) – ALTERNATE I (OCT 2010) |
| 52.215-21          | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)                                              |
| 52.219-8           | UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)                                                                                                           |
| 52.219-9<br>ALT II | SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) ALTERNATE II (OCT 2001)                                                                                       |
| 52.219-16          | LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)                                                                                                           |
| 52.219-28          | POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)                                                                                               |
| 52.222-1           | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)                                                                                                       |
| 52.222-3           | CONVICT LABOR (JUN 2003)                                                                                                                                    |
| 52.222-4           | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)                                                                            |
| 52.222-6           | DAVIS BACON ACT (JUL 2005)                                                                                                                                  |
| 52.222-7           | WITHHOLDING OF FUNDS (FEB 1988)                                                                                                                             |
| 52.222-8           | PAYROLLS AND BASIC RECORDS (JUN 2010)                                                                                                                       |
| 52.222-9           | APPRENTICES AND TRAINEES (JUL 2005)                                                                                                                         |
| 52.222-10          | COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)                                                                                                        |
| 52.222-11          | SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)                                                                                                                   |
| 52.222-12          | CONTRACT TERMINATION –DEBARMENT (FEB 2988)                                                                                                                  |

|           |                                                                                      |
|-----------|--------------------------------------------------------------------------------------|
| 52.222-13 | COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)                   |
| 52.222-14 | DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)                                       |
| 52.222-15 | CERTIFICATION OF ELIGIBILITY (FEB 1988)                                              |
| 52.222-17 | NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)                                      |
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)                                      |
| 52.222-26 | EQUAL OPPORTUNITY (MAR 2007)                                                         |
| 52.222-35 | EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)                                            |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)                          |
| 52.222-37 | EMPLOYMENT REPORTS ON VETERANS (SEP 2010)                                            |
| 52.222.40 | NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)    |
| 52.222-41 | SERVICE CONTRACT ACT OF 1965 (NOV 2007)                                              |
| 52.222.50 | COMBATING TRAFFICKING IN PERSONS (FEB 2009)                                          |
| 52.222-54 | EMPLOYMENT ELIGIBILITY VERIFICATION (JULY 2012)                                      |
| 52.223-3  | HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)                |
| 52.223-5  | POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)                        |
| 52.223-6  | DRUG-FREE WORKPLACE (MAY 2001)                                                       |
| 52.223-10 | WASTE REDUCTION PROGRAM (MAY 2011)                                                   |
| 52.223-18 | ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)       |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)                                 |
| 52.226-1  | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JUN 2000) |
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#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

#### 52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

#### 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from commencement of the contract through the completion or termination date of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$150,000.00;

(2) Any order for a combination of items in excess of \$150,000.00; or

(3) A series of orders from the same ordering office within three days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within three days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216.22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite quantity contract for the supplies or service specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Order clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 calendar days after expiration of the contract.

## 52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis -Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis -Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis -Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis -Bacon Act,

that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis -Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be

necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

#### 52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis -Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

#### 52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)

(a) The wage determination issued under the Davis -Bacon Act by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, that is effective for an option to extend the term of the contract, will apply to that option period.

(b) The Contracting Officer will make no adjustment in contract price, other than provided for elsewhere in this contract, to cover any increases or decreases in wages and benefits as a result of-- (1) Incorporation of the Department of Labor's wage determination applicable at the exercise of the option to extend the term of the contract; (2) Incorporation of a wage determination otherwise applied to the contract by operation of law; or (3) An increase in wages and benefits resulting from any other requirement applicable to workers subject to the Davis -Bacon Act.

#### 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)

(a) Definitions. As used in this clause--"Act," means the Service Contract Act of 1965, (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding

classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR

4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon

commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof),

applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable

to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| <u>Class</u>                     | <u>Basic Hourly Wage</u><br>Effective 12/23/2019 |
|----------------------------------|--------------------------------------------------|
| Electrician, Maintenance         | \$36.25                                          |
| Painter, Maintenance             | \$27.25                                          |
| Welder, Combination, Maintenance | \$27.54                                          |
| Laborer                          | \$16.49                                          |
| Maintenance Trades Helper        | \$19.87                                          |

FRINGE BENEFITS (All classifications)--

Health and insurance - contribution of 5.1 percent of basic hourly rate.

Retirement - contribution of 7 percent of basic hourly rate.

10 paid holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

Paid annual leave (vacation). Two hours of annual leave each week for an employee with less than three years of service; three hours of annual leave each week for an employee with three but less than 15 years of service; four hours of annual leave each week for an employee with 15 or more years of service.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

#### 52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

#### 52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

#### 52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

(2) avoid interruptions of Government operations and delays in project completion dates; and

(3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

(1) Provide appropriate safety barricades, signs, and signal lights;

(2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be

entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

#### 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

#### 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in the State of Hawaii, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

#### 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of nolo contendere, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on this contract;

(2) On the board of directors of the Contractor;

(3) As a consultant, agent, or representative for the Contractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of the Contractor with regard to this contract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that the Contractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (301) 809-4904.

#### 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

#### 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

(a) Definitions. As used in this clause--

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

"Registered in the Systemm for Award Management (SAM) database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;
- (2) The Contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (4) The Government has marked the record "Active".

#### 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label or all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

#### 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (JUN 2013)

(a) The Contractor is not required to flow down the terms of any Defense Federal Acquisition Regulation Supplement (DFARS) clause in subcontracts for commercial items at any tier under this contract, unless so specified in the particular clause.

(b) While not require, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligation.

(c) The Contractor shall include the terms of this clause, including this paragraph (c), in subcontracts awarded under this contract, including subcontracts for the acquisition of commercial items.

### 1.7 ACCIDENT PREVENTION PLAN (APP)

Until a final APP is approved, the draft APP (Attachment C) shall be applicable to this contract.

The APP shall be job-specific and shall address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Contractor's overall safety and health program. Any portions of the Contractor's overall safety and health program referenced in the APP shall be included in the applicable APP element and made site-specific. The Government considers the Prime Contractor to be the "controlling authority" for all work site safety and health of the subcontractors. Contractors are responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance, coordinating the work to prevent one craft from interfering with or creating hazardous working conditions for other crafts, and inspecting subcontractor operations to ensure that accident prevention responsibilities are being carried out. The APP shall be signed by the person and firm (senior person) preparing the APP, the Contractor, the on-site superintendent, and the designated site safety and health officer.

Once accepted by the Contracting Officer, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the Contracting Officer, until the matter has been rectified. Once work begins, changes to the accepted APP shall be made with the knowledge and concurrence of the Contracting Officer, project superintendent, SSHO and quality control manager. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the Contracting Officer within 24 hours of discovery. Eliminate/remove the hazard. In the interim, all necessary action shall be taken to restore and maintain safe working conditions in order

to safeguard onsite personnel, visitors, the public (as defined by ANSI/ASSE A10.34,) and the environment.

Copies of the accepted plan will be maintained at the Contracting Officer's office and at the job site. The APP shall be continuously reviewed and amended, as necessary, throughout the life of the contract. Unusual or high-hazard activities not identified in the original APP shall be incorporated in the plan as they are discovered.

#### 1.7.1 EM 385-1-1 Contents

In addition to the requirements outlines in Appendix A of USACE EM 385-1-1, the following is required:

- a. Names and qualifications (resumes including education, training, experience and certifications) of all site safety and health personnel designated to perform work on this project to include the designated site safety and health officer and other competent and qualified personnel to be used. The duties of each position shall be specified.
- b. Qualifications of competent and of qualified persons. As a minimum, competent persons shall be designated and qualifications submitted for each of the following major areas: excavation; scaffolding; fall protection; hazardous energy; confined space; health hazard recognition, evaluation and control of chemical, physical and biological agents; personal protective equipment and clothing to include selection, use and maintenance.

#### 1.8 ACTIVITY HAZARD ANALYSIS (AHA)

The AHA (Attachment C) format shall be in accordance with USACE EM 385-1-1. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the activity's safety and health controls.

The AHA list will be reviewed periodically (at least monthly) at the Contractor supervisory safety meeting and updated as necessary when procedures, scheduling, or hazards change.

The activity hazard analyses shall be developed using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the contractor, supplier or subcontractor and provided to the prime contractor for submittal to the Contracting Officer.

#### 1.9 SITE SAFETY REFERENCE MATERIALS

Maintain safety-related references applicable to the project, including those listed in the article "References." Maintain applicable equipment manufacturer's manuals.

#### 1.10 EMERGENCY MEDICAL TREATMENT

Contractors will arrange for their own emergency medical treatment. Government has no responsibility to provide emergency medical treatment.

#### 1.11 REPORTS

#### 1.11.1 Accident Reports

a. For recordable injuries and illnesses, and property damage accidents resulting in at least \$2,000 in damages, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the Navy Contractor Significant Incident Report (CSIR) form and provide the report to the Contracting Officer within 5 calendar day(s) of the accident. The Contracting Officer will provide copies of any required or special forms.

b. For any weight handling equipment accident (including rigging gear accidents) the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the WHE Accident Report (Crane and Rigging Gear) form and provide the report to the Contracting Officer within 30 calendar days of the accident. Crane operations shall not proceed until cause is determined and corrective actions have been implemented to the satisfaction of the contracting officer. The Contracting Officer will provide a blank copy of the accident report form.

#### 1.11.2 Accident Notification

Notify the Contracting Officer as soon as practical, but not later than four hours after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than \$2,000, or any weight handling equipment accident. Information shall include contractor name; contract title; type of contract; name of activity, installation or location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident (to include type of construction equipment used, PPE used, etc.). Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

#### 1.11.4 Crane Reports

Submit crane inspection reports required in accordance with USACE EM 385-1-1, Appendix H, and as specified herein with Daily Reports of Inspections.

#### 1.11.5 Certificate of Compliance

The Contractor shall provide a Certificate of Compliance for each crane entering an activity under this contract (see Contracting Officer for a blank certificate). Certificate shall state that the crane and rigging gear meet applicable OSHA regulations (with the Contractor citing which OSHA regulations are applicable, e.g., cranes used in construction, demolition, or maintenance shall comply with 29 CFR 1926 and USACE EM 385-1-1 section 16 and Appendix H. Certify on the Certificate of Compliance that the crane operator(s) is qualified and trained in the operation of the crane to be used. [For cranes at DOD activities in foreign countries, the Contractor shall certify that the crane and rigging gear conform to the appropriate host country safety standards.] The Contractor shall also certify that all of its crane operators working on the DOD activity have been trained in the proper use of all safety devices (e.g., anti-two block devices). These certifications shall be posted on the crane.

#### 1.12 HOT WORK

Prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, a written permit shall be requested from the Fire Division. CONTRACTORS ARE REQUIRED TO MEET ALL CRITERIA BEFORE A PERMIT IS ISSUED. The Contractor will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated FIRE WATCH for any "Hot Work" done at this activity. The Fire Watch shall be trained in accordance with NFPA 51B and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

When starting work in the facility, Contractors shall require their personnel to familiarize themselves with the location of the nearest fire alarm boxes and place in memory the emergency Fire Division phone number. ANY FIRE, NO MATTER HOW SMALL, SHALL BE REPORTED TO THE RESPONSIBLE FIRE DIVISION IMMEDIATELY.

## PART 2 PRODUCTS

Not used.

### 2.1 FALL PROTECTION ANCHORAGE

Fall protection anchorage, conforming to ANSI Z359.1, installed under the supervision of a qualified person in fall protection, shall be left in place for continued customer use and so identified by signage stating the capacity of the anchorage (strength and number of persons who may be tied-off to it at any one time).

#### 3.1.3 Unforeseen Hazardous Material

The design should have identified materials such as PCB, lead paint, and friable and non-friable asbestos. If [additional] material, not indicated, that may be hazardous to human health upon disturbance during construction operations is encountered, stop that portion of work and notify the Contracting Officer immediately. Within 14 calendar days the Government will determine if the material is hazardous. If material is not hazardous or poses no danger, the Government will direct the Contractor to proceed without change. If material is hazardous and handling of the material is necessary to accomplish the work, the Government will issue a modification pursuant to "FAR 52.243-4, Changes" and "FAR 52.236-2, Differing Site Conditions."

### 3.3 FALL HAZARD PROTECTION AND PREVENTION PROGRAM

The Contractor shall establish a fall protection and prevention program, for the protection of all employees exposed to fall hazards. The program shall include company policy, identify responsibilities, education and training requirements, fall hazard identification, prevention and control measures, inspection, storage, care and maintenance of fall protection equipment and rescue and evacuation procedures.

#### 3.3.1 Training

The Contractor shall institute a fall protection training program. As part of the Fall Hazard Protection and Prevention Program, the Contractor shall provide training for each employee who might be exposed to fall hazards. A competent person for fall protection shall provide the

training. Training requirements shall be in accordance with USACE EM 385-1-1, section 21.A.16.

### 3.3.2 Fall Protection Equipment and Systems

The Contractor shall enforce use of the fall protection equipment and systems designated for each specific work activity in the Fall Protection and Prevention Plan and/or AHA at all times when an employee is exposed to a fall hazard. Employees shall be protected from fall hazards as specified in EM 385-1-1, section 21. In addition to the required fall protection systems, safety skiff, personal floatation devices, life rings etc., are required when working above or next to water in accordance with USACE EM 385-1-1, paragraphs 05.H. and 05.I. Personal fall arrest systems are required when working from an articulating or extendible boom, swing stages, or suspended platform. In addition, personal fall arrest systems are required when operating other equipment such as scissor lifts if the work platform is capable of being positioned outside the wheelbase. The need for tying-off in such equipment is to prevent ejection of the employee from the equipment during raising, lowering, or travel. Fall protection must comply with 29 CFR 1926.500, Subpart M, USACE EM 385-1-1 and ANSI A10.32.

#### 3.3.2.1 Personal Fall Arrest Equipment

Personal fall arrest equipment, systems, subsystems, and components shall meet ANSI Z359.1. Only a full-body harness with a shock-absorbing lanyard or self-retracting lanyard is an acceptable personal fall arrest body support device. Body belts may only be used as a positioning device system (for uses such as steel reinforcing assembly and in addition to an approved fall arrest system). Harnesses shall have a fall arrest attachment affixed to the body support (usually a Dorsal D-ring) and specifically designated for attachment to the rest of the system. Only locking snap hooks and carabiners shall be used. Webbing, straps, and ropes shall be made of synthetic fiber. The maximum free fall distance when using fall arrest equipment shall not exceed 1.8 m (6 feet). The total fall distance and any swinging of the worker (pendulum-like motion) that can occur during a fall shall always be taken into consideration when attaching a person to a fall arrest system.

### 3.3.3 Existing Anchorage

Existing anchorages, to be used for attachment of personal fall arrest equipment, shall be certified (or re-certified) by a qualified person for fall protection in accordance with ANSI Z359.1. Existing horizontal lifeline anchorages shall be certified (or re-certified) by a registered professional engineer with experience in designing horizontal lifeline systems.

### 3.3.4 Horizontal Lifelines

Horizontal lifelines shall be designed, installed, certified and used under the supervision of a qualified person for fall protection as part of a complete fall arrest system which maintains a safety factor of 2 (29 CFR 1926.500).

### 3.3.5 Guardrails and Safety Nets

Guardrails and safety nets shall be designed, installed and used in accordance with EM 385-1-1 and 29 CFR 1926 Subpart M.

### 3.3.6 Rescue and Evacuation Procedures

When personal fall arrest systems are used, the contractor must ensure that the mishap victim can self-rescue or can be rescued promptly should a fall occur. A Rescue and Evacuation Plan shall be prepared by the contractor and include a detailed discussion of the following: methods of rescue; methods of self-rescue; equipment used; training requirement; specialized training for the rescuers; procedures for requesting rescue and medical assistance; and transportation routes to a medical facility. The Rescue and Evacuation Plan shall be included in the Activity Hazard Analysis (AHA) for the phase of work, in the Fall Protection and Prevention (FP&P) Plan, and the Accident Prevention Plan (APP).

### 3.4 SCAFFOLDING

Employees shall be provided with a safe means of access to the work area on the scaffold. Climbing of any scaffold braces or supports not specifically designed for access is prohibited. Access to scaffold platforms greater than 6 m (20 feet) in height shall be accessed by use of a scaffold stair system. Vertical ladders commonly provided by scaffold system manufacturers shall not be used for accessing scaffold platforms greater than 6 m (20 feet) in height. The use of an adequate gate is required. Contractor shall ensure that employees are qualified to perform scaffold erection and dismantling. Do not use scaffold without the capability of supporting at least four times the maximum intended load or without appropriate fall protection as delineated in the accepted fall protection and prevention plan. Stationary scaffolds must be attached to structural building components to safeguard against tipping forward or backward. Special care shall be given to ensure scaffold systems are not overloaded. Side brackets used to extend scaffold platforms on self-supported scaffold systems for the storage of material is prohibited. The first tie-in shall be at the height equal to 4 times the width of the smallest dimension of the scaffold base. Work platforms shall be placed on mud sills. Scaffold or work platform erectors shall have fall protection during the erection and dismantling of scaffolding or work platforms that are more than six feet. Delineate fall protection requirements when working above six feet or above dangerous operations in the Fall Protection and Prevention (FP&P) Plan and Activity Hazard Analysis (AHA) for the phase of work.

#### 3.4.1 Stilts

The use of stilts for gaining additional height in construction, renovation, repair or maintenance work is prohibited.

### 3.5 EQUIPMENT

#### 3.5.1 Material Handling Equipment

- a. Material handling equipment such as forklifts shall not be modified with work platform attachments for supporting employees unless specifically delineated in the manufacturer's printed operating instructions.
- b. The use of hooks on equipment for lifting of material must be in accordance with manufacturer's printed Instructions.
- c. Operators of forklifts or power industrial trucks shall be licensed in accordance with OSHA.

#### 3.5.2 Weight Handling Equipment

- a. Cranes and derricks shall be equipped as specified in EM 385-1-1, section 16.

- b. The Contractor shall notify the contracting officer 15 days in advance of any cranes entering the activity so that necessary Quality assurance spot checks can be coordinated [Prior to cranes entering federal activities, a Crane Access Permit must be obtained from the contracting officer. A copy of the permitting process will be provided at the Preconstruction Conference.] Contractor's operator shall remain with the crane during the spot check.
- c. The Contractor shall comply with the crane manufacturer's specifications and limitations for erection and Operation of cranes and hoists used in support of the work. Erection shall be performed under the supervision of a designated person (as defined in ASME B30.5). All testing shall be performed in accordance with the Manufacturer's recommended procedures.
- d. The Contractor shall comply with ASME B30.5 for mobile and locomotive cranes, ASME B30.22 for Articulating Boom cranes, ASME B30.3 for construction tower cranes, and ASME B30.8 for floating cranes and floating derricks.
- e. Under no circumstances shall a Contractor make a lift at or above 90% of the cranes rated capacity in any Configuration.
- f. When operating in the vicinity of overhead transmission lines, operators and riggers shall be alert to this Special hazard and shall follow the requirements of YSACE EM 385-1-1 section 11 and ASME B30.5 or ASME B30.22 as applicable.
- g. Crane suspended personnel work platforms (baskets) shall not be used unless the Contractor proves that using any other access to the work location would provide a greater hazard to the workers or is impossible. Personnel shall not be lifted with a line hoist or friction crane.
- h. Portable fire extinguishers shall be inspected, maintained, and recharged as specified in NFPA 10, Standard for Portable Fire Extinguishers.
- i. All employees shall be kept clear of loads about to be lifted and of suspended loads.
- j. The Contractor shall use cribbing when performing lifts on outriggers.
- k. The crane hook/block must be positioned directly over the load. Side loading of the crane is prohibited.
- l. A physical barricade must be positioned to prevent personnel from entering the counterweight swing (tail swing) area of the crane.
- m. Certification records which include the date of inspection, signature of the person performing the inspection, and the serial number or other identifier of the crane that was inspected shall always be available for review by Contracting Officer personnel.
- n. Written reports listing the load test procedures used along with any repairs or alterations performed on the crane shall be available for review by Contracting Officer personnel.

o. Certify that all crane operators have been trained in proper use of all safety devices (e.g. anti-two block devices).

p. Take steps to ensure that wind speed does not contribute to loss of control of the load during lifting operations. Prior to conducting lifting operations the contractor shall set a maximum wind speed at which a crane can be safely operated based on the equipment being used, the load being lifted, experience of operators and riggers, and hazards on the work site. This maximum wind speed determination shall be included as part of the activity hazard analysis plan for that operation.

### 3.5.3 Equipment and Mechanized Equipment

a. Proof of qualifications for operator shall be kept on the project site for review.

b. Manufacture specifications or owner's manual for the equipment shall be on-site and reviewed for additional safety precautions or requirements that are sometimes not identified by OSHA or USACE EM 385-1-1. Such additional safety precautions or requirements shall be incorporated into the AHAs.

c. A Machinery & Mechanized Equipment Certification Form shall be submitted for acceptance by the Contracting Officer prior to being placed into use. A copy of the certification form will be provided during the Pre-construction Conference.

### 3.7 UTILITIES WITHIN CONCRETE SLABS

Utilities located within concrete slabs or pier structures, bridges, and the like, are extremely difficult to identify due to the reinforcing steel used in the construction of these structures. Whenever contract work involves concrete chipping, saw cutting, or core drilling, the existing utility location must be coordinated with station utility departments in addition to a private locating service. Outages to isolate utility systems shall be used in circumstances where utilities are unable to be positively identified. The use of historical drawings does not alleviate the contractor from meeting this requirement.

## 3.8 ELECTRICAL

### 3.8.1 Conduct of Electrical Work

Underground electrical spaces must be certified safe for entry before entering to conduct work. Cables that will be cut must be positively identified and de-energized prior to performing each cut. Positive cable identification must be made prior to submitting any outage request for electrical systems. Arrangements are to be coordinated with the Contracting Officer and Station Utilities for identification. The Contracting Officer will not accept an outage request until the Contractor satisfactorily documents that the circuits have been clearly identified. Perform all high voltage cable cutting remotely using hydraulic cutting tool. When racking in or live switching of circuit breakers, no additional person other than the switch operator will be allowed in the space during the actual operation. Plan so that work near energized parts is minimized to the fullest extent possible. Use of electrical outages clear of any energized electrical sources is the preferred method. When working in energized substations, only qualified electrical workers shall be permitted to enter. When work requires Contractor to work near energized circuits as defined by the NFPA 70, high voltage personnel must use personal protective equipment that includes, as a minimum, electrical hard hat, safety shoes, insulating gloves with leather protective sleeves, fire retarding shirts, coveralls, face shields, and safety glasses. In addition, provide electrical arc flash protection for personnel as required by NFPA 70E. Insulating blankets, hearing protection, and switching suits may also be required, depending on the specific job and as delineated in the Contractor's AHA.

### 3.8.2 Portable Extension Cords

Portable extension cords shall be sized in accordance with manufacturer ratings for the tool to be powered and protected from damage. All damaged extension cords shall be immediately removed from service. Portable extension cords shall meet the requirements of NFPA 70.

## 3.9 WORK IN CONFINED SPACES

The Contractor shall comply with the requirements in Section 06.I of USACE EM 385-1-1, OSHA 29 CFR 1910.146 and OSHA 29 CFR 1926.21(b)(6). Any potential for a hazard in the confined space requires a permit system to be used.

a. Entry Procedures. Prohibit entry into a confined space by personnel for any purpose, including hot work, until the qualified person has conducted appropriate tests to ensure the confined or enclosed space is safe for the work intended and that all potential hazards are controlled or eliminated and documented. (See Section 06.I.06 of USACE EM 385-1-1 for entry procedures.) All hazards pertaining to the space shall be reviewed with each employee during review of the AHA.

b. Forced air ventilation is required for all confined space entry operations and the minimum air exchange requirements must be maintained to ensure exposure to any hazardous atmosphere is kept below its' action level.

c. Wet wells require periodic atmosphere monitoring with audible alarm for toxic gas detection.

-- End of Section --

